

GREENWOOD COMMON COUNCIL

RESOLUTION NO. 17-22

**A RESOLUTION OF THE GREENWOOD COMMON COUNCIL APPROVING AN
INTERLOCAL AGREEMENT BETWEEN THE CITY OF GREENWOOD AND
JOHNSON COUNTY REGARDING ALLOCATION OF 2017 BYRNE JUSTICE
ASSISTANCE GRANT AND RELATED MATTERS**

WHEREAS, the City of Greenwood, Indiana and Johnson County are jointly applying for, and anticipate receipt of, an Edward Byrne Justice Assistance Grant (JAG) award for the purchase of law enforcement related equipment in the amount of Eighteen Thousand Eight Hundred Sixty-Nine and no/100 Dollars (\$18,869.00);

WHEREAS, it is necessary to allocate the grant award among the recipients;

WHEREAS, it is desirable, advantageous, and in the public interest for the City of Greenwood and Johnson County to enter into an interlocal agreement to ensure that each receives its respective share of the JAG award; and

WHEREAS, Ind. Code § 36-1-7-1 *et seq.* provides that Indiana political subdivisions that engage in a joint undertaking must do so through an interlocal agreement,

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF GREENWOOD, AS FOLLOWS:

Section 1. The form of the Interlocal Agreement concerning the allocation of the 2017 JAG award between the City of Greenwood and Johnson County, a copy of which is attached hereto as Exhibit A and incorporated herein, is in all things approved.

Section 2. The Mayor, on behalf of the City of Greenwood Police Department, is hereby expressly authorized to enter into said Agreement and to make any reasonable amendments in its discretion that do not increase the City of Greenwood's duties, obligations, or financial obligation and the Mayor is expressly authorized to bind the City to said amendments.

Section 3. The fully-executed Interlocal Agreement shall be recorded in the Office of the Recorder of Johnson County, and two (2) copies of the Interlocal Agreement shall be filed in the office of the Clerk of the City of Greenwood, Indiana, and the Council directs the Clerk to maintain for public inspection two (2) copies of said Agreement in the files of the Clerk.

Section 4. The sections, paragraphs, sentences, clauses, phrases and words of this Resolution are separable, and if any word, phrase, clause, sentence, paragraph or section of this Resolution shall be declared unconstitutional, invalid or unenforceable by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality, invalidity or unenforceability shall not affect any of the remaining words, phrases, clauses, sentences, paragraphs and sections of this Resolution.

Section 5. This Resolution shall be in full force and effect from and after its passage and approval by the Mayor of the City of Greenwood.

Remainder of This Page Intentionally Left Blank

PASSED AND ADOPTED by the Common Council of the City of Greenwood, Indiana,
this ____ day of _____, 2017.

Michael Campbell, President
Greenwood Common Council

FOR:

AGAINST:

| | | |
|-------|------------------|-------|
| _____ | Linda S. Gibson | _____ |
| _____ | Ezra J. Hill | _____ |
| _____ | Bruce Armstrong | _____ |
| _____ | Ronald Bates | _____ |
| _____ | J. David Hopper | _____ |
| _____ | Michael Campbell | _____ |
| _____ | David Lekse | _____ |
| _____ | Brent Corey | _____ |
| _____ | Charles Landon | _____ |

ATTEST:

Jeannine Myers, Clerk

The foregoing within and attached Resolution adopted by the Common Council of the City of Greenwood, Indiana, on the ____ day of _____, 2017, is presented by me this ____ day of _____, 2017, at ____ o'clock ____m. to the Mayor of the City of Greenwood, Indiana.

Jeannine Myers, Clerk

The foregoing within and attached Resolution adopted by the Common Council of the City of Greenwood, Indiana, on the ____ day of _____, 2017, is approved by me this ____ day of _____, 2017, at ____ o'clock ____m.

MARK MYERS, Mayor
City of Greenwood, Indiana

**GMS APPLICATION NUMBER
#2017-H2694-IN-DJ**

THE STATE OF INDIANA

KNOW ALL BY THESE PRESENT

COUNTY OF JOHNSON

**INTERLOCAL AGREEMENT
BETWEEN THE COUNTY OF JOHNSON, INDIANA AND THE CITY OF GREENWOOD, INDIANA**

2017 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this ____ day of _____, 2017, by and between the County of Johnson, Indiana and the City of Greenwood, Indiana:

WHEREAS, this Agreement is made under the authority of Ind. Code §§ 36-1-3 and 36-1-7:

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party:

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement:

WHEREAS, the County of Johnson, Indiana and the City of Greenwood, Indiana agree to share the Justice Assistance Grant funds, both (2) agencies receiving a combined total of \$18,869.00 dollars: and

WHEREAS, the City of Greenwood, Indiana and County of Johnson, Indiana believe it to be in their best interests to reallocate the 2017 JAG funds as follows:

Johnson County Sheriff's Office: \$7,549.00
Greenwood Police Department: \$11,320.00

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

This Agreement is formed for the purposes of sharing Justice Assistance Grant Funds. It shall last for the duration of the grant term.

Section 2.

The County of Johnson, Indiana and the City of Greenwood, Indiana agree to reallocate the 2017 Justice Assistance Grant funds, with each agency receiving the following funding: Johnson County Sheriff's Office \$7,549.00 and the Greenwood Police Department \$11,320.00 for a combined total of \$18,869.00.

Section 3.

The City of Greenwood, Indiana will be serving as the fiscal agent. The County of Johnson, Indiana and the City of Greenwood, Indiana will receive a combined total of \$18,869.00 dollars for their share of the allocated funding in the 2017 Byrne Justice Assistance Grant. No other staffing or budget is needed to carry out the terms of this Agreement.

Section 4.

This Agreement may be terminated upon ninety (90) days written notice of either party and grant funds shall be allocated as described herein between the two parties. This Agreement shall be administered through a joint board consisting of the City of Greenwood Police Chief and a representative of the Johnson County Board of Commissioners. There will be no real and/or personal property other than the grant funds acquired, held or disposed of pursuant to this Agreement. The Controller of the City of Greenwood shall be responsible for receiving, disbursing, and accounting for the grant funds and ensuring each party receives its agreed upon share.

Section 5.

Nothing in the performance of this Agreement shall impose any liability for claims against County of Johnson, Indiana other than claims for which liability may be imposed by the Indiana Tort Claims Act.

Section 6.

Nothing in the performance of this Agreement shall impose any liability for claims against the City of Greenwood, Indiana other than claims for which liability may be imposed by the Indiana Tort Claims Act.

Section 7.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 8.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 9.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

Section 10.

This Agreement shall be filed with the Johnson County Recorder not later than sixty (60) days after its effective date and filed with the State Board of Accounts for audit purposes.

Brian Baird, County Commissioner
County of Johnson, Indiana

Mark W. Myers, Mayor
City of Greenwood, Indiana

APPROVED AS TO FORM:

Krista Taggart, Corporate Counsel
City of Greenwood, Indiana